

# **MISSOURI STATE PLAN**

## **COMMODITY SUPPLEMENTAL FOOD PROGRAM**

### **Missouri Department of Health and Senior Services Community Food and Nutrition Assistance**

#### **INTRODUCTION:**

The Missouri Department of Health and Senior Services (MDHSS) administers the Commodity Supplemental Food Program (CSFP) in Missouri in accordance with the provisions of 7 CFR Part 247 and with the provisions of 7 CFR Part 250, as applicable. The Missouri CSFP Policies and Procedures Manual provides details about how the program is implemented and is available on the Missouri CSFP webpage along with other information for program outreach and for use by the local agencies. Exhibit A lists the information available on the webpage and current web addresses.

#### **1. LOCAL AGENCIES, in accordance with 247.6(1):**

The names and addresses of all local agencies and subdistributing agencies with which the State agency has entered into an agreement are provided in Exhibit B. MDHSS has established sole source contracts with the six Second Harvest Food Banks in Missouri, referred to as local agencies in this document. See Exhibit C for a copy of all agreements including the sole source justification.

#### **2. INCOME ELIGIBILITY, in accordance with 247.6(2):**

Women, infants and children are income eligible if they are certified as receiving food stamps, are a member of a family that is certified eligible to receive assistance under TANF, are a member of a family in which a pregnant woman or an infant is certified eligible to receive assistance under Medicaid or have household income at or below 185 percent of the Federal Poverty Income Guidelines published annually by the Department of Health and Human Services. Elderly persons are income eligible if they have household income at or below 130% of Federal Poverty Income Guidelines published annually by the Department of Health and Human Services.

Elderly guidelines are implemented immediately upon receipt. The women, infants and children income guidelines are implemented on April 1st, the same time the Missouri Special Supplemental Nutrition Program for Women, Infants and Children (WIC) implements the guidelines.

Income and income exclusions are defined in accordance with 7 CFR 247.9(e). Missouri CSFP chooses to exclude all sources of income allowed to be excluded in 7 CFR 247.9(e)(2) and excludes those required to be excluded in 7 CFR 247.9(e)(3). When warranted, all local agencies consider the household's average income during the previous 12 months and current household income to determine which more accurately reflects the household's status per 7 CFR 247.9(e)(4).

3. NUTRITIONAL RISK CRITERIA, in accordance with 247.6(3):

Nutritional risk criteria are not evaluated in the Missouri CSFP.

4. SERVICE PLAN AND CASELOAD NEEDED, in accordance with 247.6(4):

Available caseload is allocated to the local agencies taking into consideration the need in the service area, the request for caseload submitted by the local agencies and the demonstrated ability of the local agency to administer the program. The local agencies may establish agreements with other public and/or private non-profit agencies to certify applicants and to distribute food packages in accordance with federal regulation and Missouri CSFP policies and procedures.

Population Group Eligibility:

Individuals must fall into one of the eligible population groups as defined in 7 CFR 247.9(a).

Residency Requirement:

Persons eligible for Missouri's CSFP must reside in Missouri, within the service area of the local agency. There are no duration or fixed residency requirements. Migrant and seasonal farm workers shall be considered as meeting the residency requirement. Local agencies are authorized to serve residents from counties outside their normal service area as long as the area served does not overlap another local agency's service area. Elderly persons living in nursing homes are not eligible for CSFP benefits.

Caseload Needed:

The Missouri Department of Health and Senior Services administers WIC as well as CSFP and both programs collaborate on outreach, planning, and data sharing. See Exhibit D for a copy of the agreement signed with the State WIC agency. CSFP targets women, infants and children who are not eligible for WIC such as children five years of age and non-breastfeeding women who are between 7 and 12 months post partum.

Data obtained from the Census Bureau indicate a significant number of elderly adults live in poverty in the service areas. Exhibit E compares the current caseload to the need in counties served and presents phased targets for expanding CSFP.

5. OUTREACH PLAN, in accordance with 247.6(5):

Outreach activities are conducted at both the State and local agency level. The Missouri Department of Health and Senior Services has developed several outreach flyers that are available on the Missouri CSFP webpage to promote and advertise the CSFP in WIC agencies, to the general population and to the elderly. Coordination at the state level is outlined in the Memorandum of Understanding between the Bureau of Community Food and Nutrition Assistance (BCFNA) and the Bureau of WIC and Nutrition Services (BWICNS), see Exhibit D. Local agencies refer categorically eligible women, infant and child applicants to the WIC Program, especially those who appear to be at high risk, while providing applicants with the right to choose between the two programs. Statewide press releases are issued through the Missouri Governor's Office as appropriate to highlight newsworthy program events.

Local CSFP agencies are encouraged to work closely with the WIC agencies and the Area Agencies on Aging in their areas to market the program. Local agencies use the outreach flyers at social service outlets, doctors' offices, clinics, child care centers, hospitals, social security offices, senior citizen centers, churches and unemployment offices when caseload is available. A toll free number is provided on the outreach flyers to direct potential participants to the nearest CSFP local agency.

6. SYSTEM FOR STORING AND DISTRIBUTING COMMODITIES, in accordance with 247.6(6):

USDA commodities are shipped directly from the USDA contracted warehouse to the local agency warehouse. The state monitors and approves all multi-food and direct shipment requests for commodities. Local agencies are responsible for the receipt and storage of commodities; the preparation and distribution/delivery of the food packages; and the certification of participants.

Local agencies recruit and/or establish food distribution sites. Each site conforms to local, state and federal health standards and enters into an agreement with the local agency to assure proper food handling, storing, and distribution procedures and recording requirements are maintained. Agreements must include, at a minimum, the items required in 247.4.

Distribution sites, under agreement with the local agency, assure that adequate care and security is provided for the food while in their possession. Food packages are stored in adequate and secured areas at each distribution site to safeguard them from spoilage, infestation, fire and other losses. These storage areas may also be used to store The Emergency Food Assistance Program (TEFAP) commodities or other USDA foods for local use and distribution but must be inventoried separately. Inventory and distribution amounts as well as participant data are reported monthly.

Participants pick up food packages at their designated distribution site once each month during the distribution site's normal hours of operation. Staff or volunteers at the distribution site verify eligibility and identity of recipients prior to distributing the food packages.

7. NUTRITION EDUCATION PLAN, in accordance with 247.6(7):

Local agencies are responsible for making nutrition education available to all adult participants and to parents or guardians of infant and child participants. Nutrition education for child participants is encouraged, where applicable. At a minimum, local agencies distribute nutrition education information with monthly food packages in the form of a flyer, newsletter or handout. The State agency has developed a list of nutrition education resources available on the web and through various Missouri departments.

A survey was developed to evaluate the effectiveness of nutrition education efforts and to obtain participant input. Survey results are reported and posted on the Missouri CSFP webpage. Survey results help local agencies focus the nutrition information provided to meet the needs of participants.

8. DETECTION OF DUAL PARTICIPATION, in accordance with 247.6(8):

Local agencies refer categorically eligible women, infant and child applicants to the WIC Program, especially those who appear to be at high risk, while providing applicants with the right to choose between the two programs. See Exhibit D for a copy of the agreement signed with the State WIC agency. Local agencies check the identification of all applicants when they are certified or recertified. The Participant Application signed by the applicant, or the adult parent or caretaker of the applicant, includes a statement advising the applicant that he or she may not receive both CSFP and WIC benefits simultaneously, or CSFP benefits at more than one CSFP site at the same time.

Semiannually, local agencies submit an electronic spreadsheet with the names and identifying information about women, infants, and children participating in the CSFP. This information is consolidated and submitted to the Bureau of WIC and Nutrition Services for comparison with WIC participant information. Local agencies are notified if participants are determined to be dually participating in CSFP and WIC. Necessary and appropriate actions are taken in accordance with federal regulations and Missouri CSFP policies and procedures.

Local agencies are also required to establish safeguards against dual participation at more than one CSFP site at the same time by establishing procedures that identify participants who are participating in two different sites or by establishing specific service areas for each distribution site.

9. COST EFFECTIVE CLAIM STANDARDS, in accordance with 247.6(9):

The Missouri Department of Health and Senior Services has established the following cost effective claim standard: The pursuit of a claim against a participant to recover the value of CSFP commodities improperly received or used is cost effective when the value exceeds \$100 or 5 months of CSFP benefits. Local agencies are required to use this standard in determining if a claim is to be pursued and to pursue claims in accordance with 247.30 and Missouri CSFP policies and procedures.

10. HOMEBOUND ELDERLY, in accordance with 247.6(10):

Local agencies are required to make arrangements to meet the needs of homebound elderly. They are encouraged to coordinate these efforts with the local Area Agency on Aging (AAA) and the homebound “Meals on Wheels” program. Local agencies work with AAAs to identify potential homebound participants, to conduct outreach, and to conduct certification and delivery of food packages. Homebound elderly individuals are given priority over non-homebound elderly when applications exceed the assigned caseload level. Local agencies allow designated proxies to pick up food packages for homebound elderly individuals.

11. COPIES OF AGREEMENTS, in accordance with 247.6(11): See Exhibit C

## Final Missouri CSFP Budget for FFY 2008 (revised 01/2008)

Original Proposed Budget for FFY 2008				Revised Budget	
<b>Salaries, Fringe and Indirect</b>					
	Oct- Jun	Jul-Sep	Original Totals	Jul-Sep	Revised Totals
Program Manager 0.5 FTE	3,817	3,917	23,053	3,917	23,053
Nutritionist 0.1 FTE	3,439	3,539	4,157	3,539	4,157
			<b>27,210</b>		<b>27,210</b>
Fringe Benefits 44.005%			11,974		11,974
			<b>39,184</b>		<b>39,184</b>
Indirect 23.30%			9,130		9,130
<b>Total Salaries, Fringe and Indirect</b>			<b>48,314</b>		<b>48,314</b>
<b>Equipment and Expense (E&amp;E)</b>					
Total In-state travel			300		300
National CSFP Conference, New Orleans, LA – February 2008					
Airline		300		330	
Hotel		500		508	
Meals		125		88	
Mileage		100		109	
Registration and other travel expenses		335		325	
Total Out-of-state travel			1,360		1,360
Network			1,355		1,355
Supplies			47		47
<b>Total E&amp;E</b>			<b>3,062</b>		<b>3,062</b>
<b>Total State Agency Administrative Funds:</b>			<b>51,376</b>		<b>51,376</b>
		Using CY			Using CY
<b>Contracts</b>	<b>Caseload</b>	<b>07 Rate</b>		<b>Caseload</b>	<b>08 Rate</b>
St. Louis Area Foodbank	4218	228,737		4176	239,253
Bootheel Food Bank	2344	127,112		2320	132,918
Harvesters - the Community Food Network	1406	76,246		1392	79,751
Central Missouri Food Bank	562	30,477		556	31,855
Ozarks Food Harvest	469	25,433		464	26,584
America's Second Harvest of Greater St. Joseph	375	20,336		372	21,313
		<b>Total</b>			<b>Total</b>
<b>Total Caseload:</b>	<b>9,374</b>	<b>Contracts: 508,341</b>		<b>9,280</b>	<b>Contracts: 531,674</b>
<b>Total Missouri CSFP Budget:</b>		<b>559,717</b>			<b>583,050</b>

Amount retained by SA = 8.81%.

Contract per caseload rate = \$57.29

**Missouri Commodity Supplemental Food Program Website**

**<http://www.dhss.mo.gov/csfp/>**

Information about the Missouri Commodity Supplemental Food Program (CSFP) is available on the Missouri Department of Health and Senior Services website, <http://www.dhss.mo.gov/csfp/>. Following is a description of what the left side bar topics provide:

[Home](#) – provides a description of the Missouri CSFP, and links to the USDA CSFP site, the Missouri Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) site, and the Missouri CSFP State Plan.

[Eligibility and Benefits](#) – explains the eligibility requirements for CSFP and the food available to participants. Separate charts provide the income eligibility requirements for women, infants and children (185% of the Federal Poverty Income Guidelines) and for persons 60 years of age and older (130% of the Federal Poverty Income Guidelines). These charts are updated annually.

[Agency Locations](#) – links to an interactive map of Missouri. Click on a colored county or St. Louis City and contact information will appear for the coordinating food bank and available distribution sites open to the public. Sites, such as senior housing units, that only serve residents, are not listed.

[Publications](#) – provides links to Missouri CSFP publications including the CSFP Food Package Chart (reflecting the contents of the CSFP food packages based on the participant's category); the CSFP Food Program Survey Report 2004-2005; three CSFP outreach flyers; and the Health and Social Services Referral Information fact sheet.

[Related Links](#) – provides links to pertinent external websites including sites with nutrition education resources.

Laws, Regulations & Manuals – Listed below this topic on the left side bar are links to the [CSFP Federal Regulation](#) on the USDA website and the [CSFP Policy & Procedure Manual](#) available in pdf format. The Missouri CSFP Policy & Procedure Manual is available as one complete document or by individual sections and attachments.

[Contact us](#) – provides the address and phone numbers to contact CSFP staff.

[USDA Non-Discrimination Statement](#) – provides the mandatory USDA non-discrimination statement in English and Spanish.

## **Missouri Commodity Supplemental Food Program Local Agencies**

Missouri Department of Health and Senior Services has agreements (see Exhibit C) with:

**America's Second Harvest of Greater St. Joseph**

915 Douglas  
St. Joseph, MO 64505

Caseload assignment: 372 (400 in 2005)

**Central Missouri Food Bank**

2101 Vandiver Dr., Suite B  
Columbia, MO 65202

Caseload assignment: 556 (600 in 2005)

**Harvesters – The Community Food Network**

3801 Topping  
Kansas City, MO 64129

Caseload assignment: 1392 (1500 in 2005)

**Ozarks Food Harvest**

615 North Glenstone  
Springfield, MO 65802

Caseload assignment: 464 (500 in 2005)

**Bootheel Food Bank**

PO Box 1078  
Cape Girardeau, MO 63702

Caseload assignment: 2320 (2500 in 2005)

**St. Louis Area FoodBank**

70 Corporate Woods  
Bridgeton, MO 63044

Caseload assignment: 4176 (4500 in 2005)



**Commodity Supplemental Food Program Scope of Work  
Federal Fiscal Year 2008, October 1, 2007 through September 30, 2008**

**1.0 PURPOSE:**

The Missouri Department of Health and Senior Services (herein referred to as the Department/state agency), contracts with non-profit organizations (herein referred to as Contractors) to operate the Commodity Supplemental Food Program (herein referred to as the CSFP), according to federal regulation 7Code of Federal Regulations (CFR) Parts 247 and 250 and State and Department policies and procedures to:

- 1.1 Provide commodity food packages to low-income pregnant women, postpartum women, breastfeeding women, infants, children up to age 6, and elderly persons age 60 and over, to enhance nutrition for vulnerable Missourians.
- 1.2 Manage the CSFP and funds accountably and appropriately to achieve the desired standards and outcomes of the CSFP, which includes the improved health of low-income pregnant and breastfeeding women, other new mothers up to one year postpartum, infants, children up to their 6<sup>th</sup> birthday, and older persons at least 60 years of age by supplementing their diets with nutritious commodity foods.
- 1.3 Manage the commodity supplemental foods received effectively and efficiently to avoid spoilage and waste.

**2.0 DEFINITIONS:**

- 2.1 Applicant: any person who applies to receive program benefits. Applicants include program participants applying for recertification.
- 2.2 Breastfeeding women: women up to one year postpartum who are breastfeeding their infants.
- 2.3 Caseload: monthly average number of persons a Contractor is authorized to serve over a specified period of time.
- 2.4 Certification: the use of criteria and procedures to assess and document each applicant's eligibility for the CSFP.
- 2.5 Certification period: the period of time that a participant may continue to receive program benefits without a review of his or her eligibility.
- 2.6 Children: persons who are at least one year of age but have not reached their sixth birthday.
- 2.7 Commodities: nutritious foods purchased by United States Department of Agriculture (USDA) to supplement the diets of CSFP participants.
- 2.8 Dual participation: simultaneous participation by an individual in the CSFP with more than one Contractor or clinic, or simultaneous participation in the CSFP and in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC).
- 2.9 Elderly persons: persons 60 years of age and older.

- 2.10 Infants: persons under one year of age.
- 2.11 Participants: pregnant women, breastfeeding women, postpartum women, infants, children and elderly persons who are receiving supplemental foods under the CSFP.
- 2.12 Postpartum Woman: a woman who is up to 12 months past termination of her pregnancy as verified by a birth certificate, hospital record of birth, a newspaper notice of birth, or a physician's notice of termination of pregnancy.

### **3.0 CONTRACTOR RESPONSIBILITIES:**

#### **3.1 GENERAL:**

- 3.1.1 The Contractor shall comply with all fiscal and operational requirements prescribed by the Department and the federal regulations 7 CFR Parts 247 and 250. The Contractor shall:
  - 3.1.1.1 Provide adequate personnel and facilities for the receipt, storage and distribution of CSFP commodities.
  - 3.1.1.2 Provide assurance that nutrition education will be provided as required.
  - 3.1.1.3 Provide assurance that steps will be taken to prevent and detect dual participation, as required in 7 CFR 247.19 and Missouri CSFP Policies and Procedures section 2.10.
  - 3.1.1.4 Provide assurance that information will be provided to participants on other health, nutrition, and public assistance programs, and referrals will be made as appropriate.
  - 3.1.1.5 Provide assurance that issuance of supplemental food is in accordance with USDA Food and Nutrition Service (FNS) food package instructions.
  - 3.1.1.6 Accept responsibility for any loss resulting from improper distribution, or improper storage, care, or handling of commodities.
  - 3.1.1.7 Accept responsibility for any CSFP losses caused by other agencies, which have entered into an agreement with the Contractor.
  - 3.1.1.8 Accept responsibility for any misuse of program funds.
  - 3.1.1.9 Have available to conduct a fair hearing, an impartial official who does not have any personal stake or involvement in the decision and who was not directly involved in the initial determination of the action being contested.
  - 3.1.1.10 Initiate a claim against a participant to recover the value of CSFP commodities improperly received or used if the Contractor determines that the participant, or the parent or caretaker of the participant, fraudulently received or used the commodities.

3.1.2 The Contractor may select other agencies to perform specific program functions such as certification, food distribution and storage. If other agencies are selected to perform program functions, the Contractor shall:

3.1.2.1 Enter into a written agreement with each agency performing the functions, as required in 7 CFR 247.4 and Missouri CSFP Policies and Procedures section 5.4, prior to making commodities or administrative funds available to these agencies.

3.1.2.2 Submit the names and addresses of these agencies with the Contractors CSFP Contract Request Form or as soon as such agreements are established.

### 3.2 CERTIFICATION:

3.2.1 The Contractor shall certify each applicant prior to the issuance of CSFP benefits. Each applicant shall meet the following requirements:

3.2.1.1 Individuals must fall into one of the following population groups: infants, children, pregnant, postpartum or breastfeeding women, or elderly persons;

3.2.1.2 Meet residency requirements.

3.2.1.3 For women, infants and children, household income at or below 185% of federal poverty income guidelines, or households that receive food stamps, Medicaid or Temporary Assistance or who are eligible under existing Federal, State or local food, health or welfare programs for low-income persons.

3.2.1.4 For elderly persons, household income at or below 130% of federal poverty income guidelines.

3.2.2 The Contractor shall maintain waiting lists of individuals who apply for the CSFP on-site when funding is not available to provide CSFP benefits.

3.2.3 The Contractor shall apply the following priorities when vacancies occur:

3.2.3.1 Priority 1, pregnant women, breastfeeding women, and infants.

3.2.3.2 Priority 2, children ages 1 through 3.

3.2.3.3 Priority 3, children ages 4 through 5.

3.2.3.4 Priority 4, postpartum women.

3.2.3.5 Priority 5, elderly persons.

3.2.4 All certification data for each participant shall be recorded on a certification form provided by the Department.

3.2.5 The sentences in the double lined blocks on the participant application form shall be read by, or read to, the applicant or the applicant's parent or caretaker, in the appropriate translation, at the time of certification.

- 3.2.6 A person found ineligible for the CSFP during a certification visit shall be advised in writing within 10 days from the date of application of the ineligibility, including the reason the applicant is ineligible, and of the right to a fair hearing.
- 3.2.7 A person found ineligible at any time during the certification period shall be advised in writing 15 days before termination of eligibility of the reasons for ineligibility and of the right to a fair hearing.
- 3.2.8 Each participant shall be notified in writing at least 15 days before the expiration of each certification period that eligibility for the CSFP is about to expire.
- 3.2.9 Each participant shall receive an explanation of how the CSFP food delivery system in the Contractor's agency operates.
- 3.2.10 Each participant shall be advised of the importance of participating in on-going routine health care, the types of health care services available, where they are located and how they may be obtained.
- 3.2.11 Certifications shall be established in accordance with the following time frames:
  - 3.2.11.1 Pregnant women shall be certified for the duration of their pregnancy and for up to 6 weeks postpartum.
  - 3.2.11.2 Postpartum and breastfeeding women, infants, children and elderly persons shall be certified at intervals of six months except the initial period which may be less than six months in order to coordinate with the certification cycle of another family member or the Contractor's standard six-month processing schedule.

### 3.3 NUTRITION EDUCATION:

- 3.3.1 Nutrition education shall be thoroughly integrated into CSFP operations. The Contractor shall make nutrition education available to all adult participants and to parents or guardians of infant and child participants. Where applicable, nutrition education for child participants is encouraged.
- 3.3.2 The Contractor shall include the following subject matter in the instructions given to participants:
  - 3.3.2.1 The nutritional value of CSFP foods, and their relationship to the overall dietary needs of the population groups served;
  - 3.3.2.2 Nutritious ways to use CSFP foods;
  - 3.3.2.3 Special nutritional needs of participants and how these needs may be met;
  - 3.3.2.4 For pregnant and postpartum women, the benefits of breastfeeding;
  - 3.3.2.5 The importance of health care, and the role nutrition plays in maintaining good health; and
  - 3.3.2.6 That it is important for the participant to consume the foods provided and not give them to someone else.

- 3.3.3 Supplemental foods may be used in food demonstrations in conjunction with nutrition education and when used primarily for the participants in the CSFP. Supplemental foods may not be used for outreach, refreshments for participants, or any other such purpose.
- 3.3.4 Supplemental foods may not be provided to any other community agency or facility for any purpose whatsoever, unless such agency has entered into a signed written agreement with the Department or Contractor to provide nutrition education services.
- 3.3.5 The Contractor may be required to distribute and collect surveys at randomly selected sites. Survey results will be used to develop a statewide systematic process to assess client needs and effectiveness of nutrition education provided.

#### 3.4 FINANCIAL MANAGEMENT:

- 3.4.1 The Contractor shall maintain complete, accurate, documented and current accounting of all contract funds received and expended.
- 3.4.2 The Contractor shall be reimbursed for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract, or the contract amount, whichever is less, as outlined in Office of Management and Budget (OMB) Circular A-122 and the CSFP regulations. Allowable costs for the contract include, but are not limited to:
  - 3.4.2.1 Storing, transporting, and distributing foods;
  - 3.4.2.2 Determining the eligibility of program applicants;
  - 3.4.2.3 Program outreach;
  - 3.4.2.4 Nutrition education;
  - 3.4.2.5 Audits and fair hearings;
  - 3.4.2.6 Monitoring and review of program operations;
  - 3.4.2.7 Transportation of participants to and from the distribution site, if necessary; and
  - 3.4.2.8 Administrative costs. Administrative costs are those costs incurred for common or joint purposes benefiting more than one activity and not readily identifiable to a particular program or activity. Administrative costs billed to the Department shall not exceed eight (8) percent of the direct contract costs billed. Contractors are required to retain documentation and must be able to support amounts billed for administrative costs.
- 3.4.3 The contractor shall submit to the Department a uniquely identifiable monthly invoice for the prior month's expenses, by the 15<sup>th</sup> of the following month.
- 3.4.4 The Contractor shall report any food losses to the Department within 24 hours of such losses being noted. The Department and/or USDA will determine when and if a claim shall be assessed.

#### 3.5 RECORDKEEPING REQUIREMENTS:

- 3.5.1 Accurate and complete records shall be maintained with respect to all activities under the CSFP.
- 3.5.2 The Contractor shall maintain accurate and complete records with respect to the receipt, disposal and inventory of supplemental foods, including the determination made as to liability for any improper distribution or use of, or loss of, or damage to, such food.
- 3.5.3 Accurate and complete records shall be maintained with respect to the receipt and use of administrative funds.
- 3.5.4 The Contractor shall submit food orders, monthly reports (FNS form 153) and Dual Participation Rosters in accordance with the due dates established by the Department.

**4.0 DEPARTMENT RESPONSIBILITIES:** The Department shall:

- 4.1 Pay all approved administrative expenses submitted by the contractor based on actual costs incurred or based on contracted amount, whichever cost is less.
- 4.2 Monitor CSFP operations in accordance with CSFP regulations. Unannounced visits may be made at any time during the Contractor's normal hours of operations.
- 4.3 Make adjustment to administrative claims, as needed, when the Contractor fails to comply with CSFP regulations.

**5.0 SPECIAL PROVISIONS:**

- 5.1 The Contractor shall understand and agree that the contract involves the use of federal funds as specified below.
  - a. 0 % State Funds and/or 100 % Federal Funds
  - b. CFDA Title: Commodity Supplemental Food Program
  - c. CFDA Number and Federal Agency Name: 10.565 Department of Agriculture
  - d. Federal Award Number and Name: 3MO810816, Commodity Supplemental Food Program
  - e. Subject to A-133 Requirements: Yes
  - f. Research and Development: No
  - g. Federal Award Year: 2008
- 5.2 In accordance with CSFP regulations, the Contractor has the right to appeal actions taken by the Department that deny all or part of an administrative claim, or suspend or terminate this contract.
- 5.3 The Department shall reimburse the Contractor for transportation provided by personal vehicles (mileage) at the lower of the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by contractor's internal policy.
- 5.4 The Department reserves the right to reallocate caseload and operational funds at any time based on documented cumulative caseload served.

- 5.5 The Department reserves the right to renew this contract for up to two additional contract periods, based on the availability of federal funds and on contractor performance. The renewal period for each extension shall be October 1 through September 30.
- 5.6 The contractor shall take immediate action to assure compliance with all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS.
- 5.7 APPLICABLE LAWS AND REGULATIONS:
- 5.7.1 In performing its responsibilities under this contract, the Contractor shall fully comply with the following OMB administrative requirements and cost principles, as applicable, including any subsequent amendments, applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract.
- 5.7.2 Uniform Administrative Requirements  
A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations.
- 5.7.3 Cost Principles  
2 CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E – Hospitals.
- 5.8 INVOICING AND PAYMENT:
- 5.8.1 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under this contract.
- 5.8.2 Final invoices are due within sixty (60) calendar days of the contract ending date unless otherwise stated in the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 5.8.3 In accordance with state policies and procedures, the Contractor shall submit an invoice billed to the state agency on the Contractor's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.
- 5.8.4 If a request by the Contractor for payment or reimbursement is denied, the state agency shall provide the Contractor with written notice of the reason(s) for denial.
- 5.8.5 If the Contractor/Provider has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor/Provider, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor/Provider through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT application is completed and approved.

- a. A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:  
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
- b. The Contractor/Provider must fax the ACH/EFT application to:  
Office of Administration, Division of Accounting at 573-526-9813.

#### 5.9 TERMINATION/CANCELLATION OF CONTRACT:

- 5.9.1 If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the State of Missouri, be terminated in whole or in part, effective immediately or as determined by the State of Missouri, upon written notice to the contractor from the State of Missouri.
- 5.9.2 In the event of cancellation of the contract for material breach, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the state agency, become the property of the state agency, as authorized by law.
- 5.9.3 Any notice to the Contractor/Provider shall be deemed sufficient when deposited into the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor/Provider."

#### 5.10 INVENTIONS, PATENTS, AND COPYRIGHTS:

- 5.10.1 If any copyrighted material is developed as a result of this contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

#### 5.11 NON-DISCRIMINATION AND ADA:

- 5.11.1 The Contractor shall comply with all Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities; (b) Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d)); (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (f) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity"; (g) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; (h) Missouri Governor's E.O. #94-03 (excluding article II due to its



repeal); and (i) Missouri Governor's E.O. #05-30; and (j) the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract.

#### 5.12 OTHER APPLICABLE LAWS AND REGULATIONS:

- 5.12.1 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under this contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 5.12.2 The Contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor shall return to the state agency any funds disallowed in an audit of this contract.
- 5.12.3 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 5.12.4 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 5.12.5 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 5.12.6 The Contractor/Provider shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor/Provider is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The Contractor/Provider agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

#### 5.13 DOCUMENT RETENTION:

- 5.13.1 The contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion

of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract. The contractor shall allow authorized representatives of the state agency, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

5.14 PUBLICITY:

5.14.1 Any publicity release mentioning contract activities shall reference the contract number and the state agency. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity or publications.

5.15 MONITORING:

5.15.1 The state agency reserves the right to monitor this contract during the contract period to ensure financial and contractual compliance.

5.15.2 Contractors deemed high-risk by the state agency may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the state agency receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the contractor to obtain technical or management assistance; or establishing additional prior approvals from the state agency. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the contractor at least thirty (30) calendar days prior to the effective date of the high-risk status.

5.16 OVERPAYMENT:

5.16.1 If the contractor is overpaid by the state agency, the contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the state agency and shall mail the payment to:

Missouri Department of Health and Senior Services  
Division of Administration  
Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

5.17 EQUIPMENT:

5.17.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or OMB Circular A-102, Section 32, as applicable. The Contractor must obtain written approval from the state agency prior to purchasing equipment with a cost greater than \$500. The

repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000 there is no further obligation to the state agency. Items purchased by the Contractor with a current FMV greater than \$5,000 may be sold or retained by the Contractor but the Contractor may be required to reimburse the state agency for costs up to the current value of the equipment.

- 5.17.2 Equipment purchased by the state agency and placed in the custody of the Contractor shall remain the property of the state agency. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the state agency at the end of the program.

#### 5.18 CONFIDENTIALITY:

- 5.18.1 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the State agency or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor's subcontractors and employees. The contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164).

#### 5.19 Eligibility to Contract:

- 5.19.1 The Contractor assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.

#### 5.20 Liability:

- 5.20.1 The relationship of the Contractor to the state agency shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the state agency. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the state agency for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 5.20.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or agreement or any

subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

**MEMORANDUM OF AGREEMENT  
FOR THE COMMODITY SUPPLEMENTAL FOOD PROGRAM**  
Community Food and Nutrition Assistance  
And  
WIC and Nutrition Services

Missouri Department of Health and Senior Services  
October 1, 2005 through September 30, 2008

**I. GENERAL PURPOSE**

This memorandum of agreement (MOA) made by and between Community Food and Nutrition Assistance (CFNA) and WIC and Nutrition Services (WICNS) details the responsibilities of each party to assure quality and accessible care to improve the health and nutrition status of low-income children, pregnant women, breastfeeding women, postpartum women, infants and older adults. In addition, this MOA outlines the responsibilities of each party with respect to persons receiving Commodity Supplemental Food Program services (CSFP) and the Supplemental Nutrition Program for Women, Infants and Children services (WIC). Achievement of this goal will be facilitated by focusing on identifying individuals who are not being served by either program and formalizing and strengthening relationships between the programs, reducing duplication, increasing accessibility, and providing mechanisms for enhanced program coordination.

CFNA and WICNS agrees to:

- Collaborate on the formulation of plans for serving women, infants and children in common areas of service;
- Inform each other of events/circumstances that may have an effect on program participation levels;
- Refer women, infants and children who can not be served promptly in one program to the other, except that WIC services shall take precedence over CSFP services if a woman, infant or child qualifies for both and caseload is available in the WIC program to serve the women, infants and children; and
- Monitor and assure that duplication of services is avoided between CSFP and WIC.

**II. RESPONSIBILITIES**

**Community Food and Nutrition Assistance (CFNA) will:**

1. Provide funding, provide policies and procedures and evaluate services of local CSFP agencies that provide commodity foods to eligible women, infants, children and low-income older adults throughout the state.

2. Provide information to local WIC staff on the services and benefits of the CSFP.
3. Provide CSFP outreach and local contact information for dissemination at WIC clinics.
4. Require local contractors to refer categorically eligible women, infant and child applicants to the WIC Program, especially those who appear to be at high risk, while providing applicants with the right to choose between the two programs; and
5. Share information with WICNS as a means to detect/prevent dual participation. Semiannually, contractors for the CSFP will submit an electronic spreadsheet with the names of women, infants, and children and the guardian/caregiver SSN participating in the CSFP, including Medicaid number and social security number (if applicable), date of birth, sex and address to CFNA. CFNA will provide information to WICNS in the following format:

Program	Type of Program	Data Field 1	Data Field 2	Data Field 3	Data Field 4	Data Field 5	Data Field 6	Data Field 7
CSFP	Excel 3.5 disk	First Name 12 bytes	Last Name 18 bytes	Date of Birth mmddyy	Participant SSN 9 bytes	Guardian/Caregiver SSN 9 bytes	County 9 bytes	Sex (M/F) 1 byte

6. Will immediately notify appropriate local contractors of CSFP participants who are determined to be dually participating in CSFP and WIC. Will require local contractors to disqualify the participant from CSFP for a period of up to one year, unless the local agency determines that disqualification would result in a serious health risk or it is determined by WICNS that disqualification from the WIC program is more appropriate.

**WIC and Nutrition Services will:**

1. Provide funding, policies and procedures, and evaluate the services of local WIC agencies that provide direct health services to eligible women, children and infants throughout the state. State WIC staff will monitor and assure that duplication of services is avoided between WIC programs and the CSFP.
2. Provide information to local CSFP agency staff on the services and benefits of the WIC Program.
3. Provide WIC outreach and local contact information for dissemination at CSFP certification sites.
4. Assure WIC “graduates” (i.e., children who have reached their 5<sup>th</sup> birthday, non-breastfeeding women beyond their sixth month postpartum, and individuals no longer at nutritional risk) are referred to CSFP. This may be done by:

- a. Including a referral to CSFP with the notification at the end of the WIC certification period; and/or
  - b. Providing a list of imminent WIC “graduates,” with appropriate contact information, to the CSFP office for follow-up; and/or
  - c. Allowing and encouraging WIC “graduates” to complete a CSFP application at the WIC office, and forwarding the completed application(s) to the CSFP office for processing.
5. Require local contractors to refer WIC applicants who are categorically eligible for WIC but determined not to be at medical or nutritional risk to the CSFP.
  6. Refer women, infants and children who cannot be served promptly by the WIC program because of an approved waiting list to the CSFP.
  7. Refer older adults (age 60 and above) and children age five to age six who are members of WIC households to the CSFP.
  8. Compare submitted data fields from CFNA against WIC database to determine if possible dual participation has occurred and notify CFNA of possible dual participants between programs.
  9. Work with CFNA to determine which program to terminate should dual participation be detected.

### **III. QUALIFICATION**

This agreement in no way requires or assumes services beyond available resources.

\_\_\_\_\_  
Ann McCormack, M.P.H., R.D., Chief  
Community Food and Nutrition Assistance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lyn Konstant, Ph.D, R.D., L.D., Chief  
WIC and Nutrition Services

\_\_\_\_\_  
Date

## Poverty statistics for Elderly Missourians

## Exhibit E

	2000 census Age 65 & up @ 129% of poverty or <	Current Caseload Authorization	% of age 65 & up @ or below 129% of poverty receiving CSFP
SLAFB	34,397	4,176	12.14%
Bootheel Food Bank	13,660	2,320	16.98%
Harvesters	17,758	1,392	7.84%
Ozark Food Harvest	25,401	464	1.83%
Central Missouri Food Bank	16,116	556	3.45%
America's Second Harvest of Greater St. Joseph	6,506	372	5.72%
<b>Statewide</b>	<b>113,838</b>	<b>9,280</b>	<b>8.15%</b>

	2000 census Age 65 & up @ 129% of poverty or <	Restore 2005 caseload authorization	% of age 65 & up @ or below 129% of poverty receiving CSFP
SLAFB	34,397	4,500	13.08%
Bootheel Food Bank	13,660	2,500	18.30%
Harvesters	17,758	1,500	8.45%
Ozark Food Harvest	25,401	500	1.97%
Central Missouri Food Bank	16,116	600	3.72%
America's Second Harvest of Greater St. Joseph	6,506	400	6.15%
<b>Statewide</b>	<b>113,838</b>	<b>10,000</b>	<b>8.78%</b>

	2000 census Age 65 & up @ 129% of poverty or <	Request for additional caseload	% of age 65 & up @ or below 129% of poverty receiving CSFP
SLAFB	34,397	6,500	18.90%
Bootheel Food Bank	13,660	3,500	25.62%
Harvesters	17,758	3,000	16.89%
Ozark Food Harvest	25,401	700	2.76%
Central Missouri Food Bank	16,116	700	4.34%
America's Second Harvest of Greater St. Joseph	6,506	600	9.22%
<b>Statewide</b>	<b>113,838</b>	<b>15,000</b>	<b>13.18%</b>

Note: CSFP services persons age 60 and above who are at or below 130% of poverty, however, 2000 census information is only available for persons age 65 and above who are at or below 129% of poverty.